UC San Diego
Hybrid Work Agreement

This Hybrid Work Agreement (hereinafter “Agreement”) must be used when management has determined that an employee may perform part of their work schedule from a location other than their designated UC San Diego worksite.

If an employee already has an existing flexible work arrangement agreement in place, this Agreement supersedes and replaces that existing agreement.

This Agreement must comply with applicable UC and UC San Diego policies and procedures and collective bargaining agreements, as well as federal and state laws, regarding overtime, holidays, vacation leave, sick time, etc.

To be effective, this Agreement must first be fully signed and approved by all people listed in the signature blocks.

I. General Work Arrangement

A. This Agreement is between ____________________________ (“the Department”) and ____________________________ (“Employee”) to establish the terms and conditions for performing work at both a UC San Diego designated worksite and an alternate worksite.

B. This Agreement begins on _____________ (date). The Employee understands that this Agreement permitting them to have a hybrid work schedule will be reviewed annually or more frequently if deemed necessary by Employee’s supervisor. UC San Diego, the Department, or the supervisor may terminate this Agreement at any time at their sole discretion by providing 30 calendar days’ notice via email to the Employee’s UC San Diego email address. The Employee may request to terminate this Agreement at any time by providing at least 30 calendar days’ notice via email to the supervisor’s UC San Diego email address, with the understanding that the supervisor will evaluate the request in light of the organization’s needs.

C. This Agreement will remain in effect unless altered or terminated as described in Section I.B. above.

D. The following conditions apply:

1. Employee’s hybrid work schedule is (Specify days and hours, including time zones. If it varies, please include those details):
   
   a. The Employee may request to alter this schedule by sending an email to their supervisor’s UC San Diego email address. A new agreement does not need to be completed for change in work schedule; however, a change in work schedule will be considered valid and effective only if approved by the Employee’s supervisor and documented in writing.
   
   b. UC San Diego, the Department, or the supervisor may change the Employee’s work schedule, subject to any applicable policy or collective bargaining agreement.

2. Employee’s home or alternate work location is ________________________________.
a. The Employee may request to work from a different site by sending an email to their supervisor’s UC San Diego email address. Supervisor approval must be received prior to working from a different site and must be in writing.

b. The Employee may not work outside the United States for any reason or length of time without the pre-approval of the CHRO or CHRO designee in accordance with the “International Telecommuting” section of the Flexible Work Arrangements page.

3. Employee’s phone number when working from home or an alternate worksite is ________________________.

E. While working from home or an alternate worksite, Employee will do the following as if they were working at the UC San Diego designated worksite:
   1. remain accessible during their work schedule;
   2. check in with the supervisor to discuss status and open issues;
   3. be available for video/teleconferences, scheduled on an as-needed basis;
   4. be available to physically attend scheduled work meetings in person as requested or required by the Department and/or their supervisor;
   5. obtain supervisor approval in advance of working any overtime hours (if employee is nonexempt);
   6. take rest and meal breaks in full compliance with all applicable law, policies, and/or collective bargaining agreements; and
   7. obtain supervisor approval to use vacation, sick, or other leave.

F. Employee’s duties, obligations, responsibilities, and conditions of employment with the University remain unchanged except those obligations and responsibilities specifically addressed in this Agreement. Job responsibilities, standards of performance, and performance appraisals remain the same as when working at the regular University worksite. The supervisor reserves the right to assign work as necessary at any worksite.

G. The parties each acknowledge that the voluntary arrangement created by this Agreement will be reviewed annually or more frequently, if deemed necessary by Employee’s supervisor, to assess if the Employee's work quality, efficiency, and productivity, as well as that of the Department, are being compromised by the continued existence of this Agreement.

II. Safety & Equipment; Information Security

A. Employee agrees to maintain a safe, secure, and ergonomic work environment and to report work related injuries to Employee’s supervisor at the earliest reasonable opportunity. Employee agrees to hold the University harmless for injury to others at the alternate worksite. Regarding space and equipment purchase, set-up, and maintenance for hybrid work purposes:

   1. Employee is responsible for providing space, telephone, printing, networking and/or Internet capabilities at the home or alternate work location, and shall not be reimbursed by the employer for these or related
expenses without authorization in writing from their supervisor prior to purchase. Internet access must meet
the minimum FCC requirements for broadband.

2. Employee agrees to protect University-owned equipment, records, and materials from unauthorized or
accidental access, use, modification, destruction, or disclosure. The precautions described in this Agreement
apply regardless of the storage media on which information is maintained, the locations where the
information is stored, the systems used to process the information, or the process by which the information is
stored.

3. Employee agrees that all equipment, records, and materials provided by the University shall remain the
property of the University.

4. Employee agrees to report to their supervisor any incidents of loss, damage, or unauthorized access at the
earliest reasonable opportunity.

B. Employee understands and agrees that Employee’s personal vehicle may not be used for University business
unless specifically authorized in writing by their supervisor in advance of such use.

C. Employee understands and agrees that in-person work-related meetings will not be conducted at the home or
alternate worksite unless specifically authorized in writing by their supervisor in advance of such use.

D. With reasonable notice and at a mutually agreed upon time, the University may make on-site visits to Employee’s
home or alternate worksite to ensure that the designated workspace is safe and free from hazards, provides
adequate protection and security of University property, and to maintain, repair, inspect, or retrieve University
property.

E. Upon request by the University, the Employee agrees to return University-owned equipment, records, and
materials within ___ calendar days. The University will determine the process for return and pay for related
expenses.

III. General Provisions

A. Employee understands that they are responsible for tax and insurance consequences, if any, of this arrangement,
and for conformance to any local laws/regulations, including but not limited, to local zoning laws/regulations. The
University will not provide any individual guidance to the Employee regarding potential tax or insurance (with the
exception of employment benefits) implications arising from this Agreement nor any guidance regarding any local
laws/regulations that may apply. Should the Employee have any tax, insurance, or legal questions relating to this
Agreement, the Employee is encouraged to consult with their own legal and/or tax professional.

B. This Agreement shall be governed by and interpreted according to the laws of the State of California without
regard to conflict of laws principles. All disputes arising under this Agreement that are not resolved through
discussion and negotiation shall be resolved exclusively in the state courts in the County of San Diego, California.
C. This Agreement contains the entire agreement between the Parties hereto and supersedes any and all prior written and/or oral agreements. Nothing in this Agreement alters the applicability of any University policy, and Employee agrees to abide by all applicable University policies as a condition of continued employment.

I hereby affirm by my signature that I have read this Agreement and understand and agree to all of its provisions.

_____________________________________________________________________________________________
Employee Name     Employee Signature    Date

_____________________________________________________________________________________________
Supervisor Name     Supervisor Signature    Date

_____________________________________________________________________________________________
Department Head Name   Department Head Signature   Date

The Supervisor will ensure a copy of this signed Agreement is placed in the Employee’s personnel file.